

THE HONORABLE JOHN C. COUGHENOUR

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

FREDERICK HEATHER and DAWN  
WASELL-HEATHER,

Plaintiff,

v.

ALLSTATE PROPERTY AND CASUALTY  
INSURANCE COMPANY,

Defendant.

CASE NO. C18-1179-JCC

ORDER

This matter comes before the Court on the parties' stipulated motion for protective order regarding Allstate's production of corporate documents (Dkt. No. 29). The Court ENTERS the following:

**1. Purposes and Limitations**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection may be warranted. This agreement is consistent with Western District of Washington Local Civil Rule 26(c). It does not confer blanket protection on all disclosures or responses to discovery, the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles, and it does not presumptively entitle

1 parties to file confidential information under seal.

2 **2. Confidential Information**

3 “Confidential Information” as used in this order shall mean any document,  
4 correspondence, or material that was produced by Allstate that reflects proprietary information  
5 that is not public knowledge. These documents include but are not limited to: Allstate’s Claims  
6 Manuals, Allstate’s course and training materials, or Allstate’s confidential and proprietary  
7 information that may be included within documents produced pursuant to Plaintiffs’ discovery  
8 requests.  
9

10 **3. Filing Confidential Information with the Court**

11 Before filing confidential material or discussing or referencing such material in court  
12 filings, the filing party shall confer with the designating party to determine whether the  
13 designating party will remove the confidential designation, whether the document can be  
14 redacted, or whether a motion to seal or stipulation and proposed order is warranted. Local Civil  
15 Rule 5(g) sets forth the procedures that must be followed and the standards that will be applied  
16 when a party seeks permission from the Court to file material under seal.  
17

18 **4. Persons Bound by This Order**

19 The persons bound by this order are:

- 20 a. All present parties to this proceeding; and  
21 b. The employees, agents, and attorneys of both parties, including experts and  
22 consultants.  
23

24 **5. Obligations of Persons Bound by This Protective Order.**

25 No person bound by this order shall disclose Confidential Information, either directly or  
26 indirectly, to any other person other than as provided in paragraph six below. The attorneys of

1 record for the parties to this proceeding shall make the terms of this order known to all other  
2 persons bound by this order and, together with their respective clients, are responsible to the  
3 Court for compliance with this order.

4 **6. Persons Who May Receive Confidential Information**

5 The only persons to whom Confidential Information may be disclosed are:

- 6 a. All present or future parties to this proceeding;
- 7 b. The attorneys of record for any parties to this proceeding, including the paralegals  
8 and stenographic and clerical employees associated with the attorneys;
- 9 c. Third-party experts, consultants, and investigators who have been specifically  
10 retained by the attorneys in this proceeding; however, prior to disclosure of any Confidential  
11 Information, such third parties shall agree to be bound by this order and read and sign the  
12 “Acknowledgement and Agreement to be Bound” (Exhibit A);
- 13 d. Any person upon the written agreement of the parties’ attorneys, or upon order of  
14 the Court; and
- 15 e. The Court.

16 No Confidential Information may be disclosed, either directly or indirectly, except to the  
17 persons specified above in paragraphs 6(a) to 6(e).

18 **7. Amendments of Protective Order**

19 Any party may move for relief from or modification of this order, including the  
20 application of this order and/or the mechanism and need for maintaining confidentiality as  
21 provided in this order. This order may be amended by order of the Court or with leave of the  
22 Court by the written agreement of counsel for the parties to this order and any pertinent third-  
23 party in the form of a stipulation.

1 **8. Duration of Protective Order**

2 This order is intended to regulate the handling of Confidential Information during the  
3 entirety of this proceeding and thereafter, and shall remain in full force and effect until modified,  
4 superseded, or terminated on the record by agreement of all the parties to this proceeding and  
5 any pertinent third parties or by order of the Court except that, if at trial a party offers any  
6 Confidential Information as a trial exhibit, that exhibit and the information contained therein  
7 shall not be treated as confidential. Any information admitted into evidence by the Court shall  
8 cease to be treated as “confidential,” as that term is used in this order. This order shall become  
9 effective as between the parties when executed and with the Court’s entry of the same. Further,  
10 at any hearing before the Court in this proceeding and at any hearing or event other than trial at  
11 which any Confidential Information will be presented to the Court, any party may ask the Court,  
12 for such periods as the Confidential Information is being presented, to consider such information  
13 *in camera*, under seal, and under such other conditions and safeguards as the Court may impose  
14 to protect against disclosure. If any member of the public or a party objects to such conditions or  
15 safeguards, the Court will make an initial *in camera* determination as to whether Confidential  
16 Information is likely to be disclosed.  
17

18 **9. Continued Jurisdiction**

19 All persons subject to the terms of this order agree that the Court shall retain jurisdiction  
20 after this action has terminated for the purpose of enforcing this order.  
21

22 **10. Miscellaneous**

23 a. The information protected by this order is the substance of the Confidential  
24 Information, no matter in what form the information is and no matter how the information might  
25 be communicated. The parties do not intend in any way to waive the assertion of confidentiality  
26

1 and hereby expressly reserve their rights to assert and preserve the confidentiality of any  
2 information disclosed in this proceeding that is not designated as Confidential Information  
3 pursuant to this order.

4       b.       Recipients of Confidential Information pursuant to this order shall exercise  
5 reasonable and appropriate care with regard to such Confidential Information to ensure that the  
6 confidential nature of the same is maintained.

7       c.       In the event any person in receipt of Confidential Information shall receive a  
8 written or oral request, subpoena, or court order seeking disclosure of another party's  
9 Confidential Information, such person shall immediately upon receipt of such request, subpoena,  
10 or court order notify counsel for the designating party that produced the Confidential Information  
11 of the same and shall provide a copy of the same if applicable. Except in the case of an order  
12 requiring immediate production of the requested information, no party shall disclose another  
13 party's Confidential Information without giving the other party an opportunity to seek from the  
14 Court an order governing disclosure of the requested information. Nothing herein shall be  
15 construed to require any recipient of Confidential Information subject to this order to refuse to  
16 comply with a lawfully issued subpoena, with any order of any court, or with the command of  
17 any law enforcement agency.

18       d.       If Confidential Information is disclosed to any person other than in the manner  
19 authorized by this order, the person responsible for the disclosure shall immediately bring all the  
20 pertinent facts relating to such disclosure to the attention of counsel for all parties and the Court,  
21 without prejudice to the rights and remedies of any party, and shall make every effort to prevent  
22 further disclosure by it or by the person who received such Confidential Information.  
23  
24  
25  
26

1 e. This order is made to facilitate discovery and the production of discoverable  
2 evidence in this action. The entry of this order, the designation of any information as  
3 Confidential Information under the order, the failure to make such designation, or the failure to  
4 object to such designation by any party shall not constitute evidence with respect to any issue in  
5 this proceeding. This order shall not abrogate or diminish any contractual, statutory, or other  
6 legal right or obligation any party may have with respect to information disclosed in this matter.

7  
8 f. Recipients of Confidential Information shall return all the provided materials  
9 within 30 days of the conclusion of the proceeding. All copies of protected materials shall be  
10 destroyed. No party bound by this order will retain copies of any of the provided materials.

11 f. The parties reserve the right to seek an award of such other relief as is appropriate  
12 for such disclosure.

13  
14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

15  
16 DATED this 30<sup>th</sup> day of August 2019

17 **COLE | WATHEN | LEID | HALL, P.C.**

18 s/ Galen L. Ryan

19 Rory W. Leid, III, WSBA #25075

20 Galen L. Ryan, WSBA #46737

21 *Attorneys for Defendant Allstate*

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1 DATED this 28th day of August 2019

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3 //

4 s/Joseph W. Moore

5 Joseph W. Moore

6 Moore Law Group

7 2722 Colby Avenue, Suite 607

8 Everett, WA 98201

9 T: 425-998-8999

10 [Joseph@Moore.law](mailto:Joseph@Moore.law)

11 [marie@moore.law](mailto:marie@moore.law)

12 PURSUANT TO STIPULATION, IT IS SO ORDERED.

13 IT IS FURTHER ORDERED that pursuant to Federal Rule of Evidence 502(d), the  
14 production of any documents in this proceeding shall not, for the purposes of this proceeding or  
15 any other federal or state proceeding, constitute a waiver by the producing party of any privilege  
16 applicable to those documents, including the attorney-client privilege, attorney work-product  
17 protection, or any other privilege or protection recognized by law..

18 DATED this 10th day of September 2019.

19 

20 John C. Coughenour  
21 UNITED STATES DISTRICT JUDGE  
22  
23  
24  
25  
26

**EXHIBIT A**

**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under the penalty  
of perjury that I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Western District of Washington on  
\_\_\_\_\_ [date] in the case of *Heather v. Allstate*, USDC Cause No.: 2:18-cv-01179-JCC.  
I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to sanctions and  
punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any person or entity  
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the Western District of Washington in and  
for the State of Washington for the purpose of enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after the termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_